



ESRI, 980 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2653 • FAX 909-793-5953

Amendment No. 2
to
Master Purchase Agreement No. 2004MPA3841 (MPA)
Between
Environmental Systems Research Institute, Inc. (ESRI)
and the
State of North Dakota (State)

This Amendment No. 2 changes the MPA as follows:

1. **ESRI Developer Network.** The attached Addendum to General License Agreement for Limited Term ESRI Developer Network Subscription (E211B 5/05) is added to the General Terms and Conditions (E200).

All other terms and conditions shall remain the same.

ACCEPTED AND AGREED:

STATE OF NORTH DAKOTA
(State)

Signature: Sherry L. News

Printed Name: Sherry L. News

Title: ND State Procurement Manager

Date: 12-5-2005

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

Signature: Laura Dangermond

Printed Name: LAURA DANGERMOND
Vice President

Title: _____

Date: DEC 19 2005



ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ADDENDUM TO THE GENERAL LICENSE TERMS AND CONDITIONS FOR LIMITED TERM ESRI DEVELOPER NETWORK SUBSCRIPTION

This Addendum to the General License Terms and Conditions for the Limited Term ESRI Developer Network Subscription ("Addendum") modifies the terms and conditions of the License Agreement to incorporate additional or different terms and conditions specifically for the ESRI Developer Network subscription.

Modification to License Agreement

The General License Terms and Conditions (E200) are modified as follows:

1. Article 1—Definitions, is amended by the addition of the following definitions:

"EDN Subscription" shall mean the limited term license granted by ESRI to Licensee to use the EDN Software Library and EDN Website through the EDN Addendum.

"EDN" shall mean the ESRI Developer Network.

"EDN Software Library" shall mean the Software (currently comprised of ArcGIS Engine Developer Kit, ArcGIS Server, ArcIMS, and ArcSDE), Data, Documentation, License Manager, ArcWeb Services, instructional materials, and any other materials made available to Licensee during the subscription period.

"EDN Website" shall mean the ESRI Web site devoted to the global community of GIS developers through which licensees may download and upload software, data, and information through peer-to-peer sharing.

"Service Pack" shall mean a Software update available to Licensee through the ESRI Support Web page as a download via the Internet or by other means.

2. Article 4—Scope of Use, is amended by the addition of the following **Permitted Uses**:

- Licensee may use only the type and number of copies of the Software, Data, Documentation, and ArcWeb Services included in the EDN Software Library during the subscription period for which the appropriate subscription fees have been paid to ESRI in accordance with the licensed configuration on file with ESRI Customer Service for Licensee's internal use and the terms of this Agreement.
- The Licensee may use each EDN subscription license for one (1) developer who may use the EDN Software Library and other resources of the program solely for the purposes of research, development, test, and demonstration of a prototype application to Licensee's customers and internal users for acceptance testing. There are no deployment, runtime, commercial use, or production rights granted by the EDN subscription license.
- Licensee agrees that it will order a separate EDN subscription for each individual developer who accesses the EDN Software Library and EDN Website. Licensee shall also order a separate EDN subscription for each individual developer of a consultant or contractor who requires access to the EDN Library in support of Licensee.
- Licensee may permit each authorized developer to copy and install the EDN Software Library on multiple computers for use solely by the authorized developer(s) covered by an EDN subscription provided Licensee requires the developer(s) to use the software only as permitted by this EDN subscription license.
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- Licensee may use the EDN Software Library at one (1) location for each subscription.

- Licensee may grant access to server applications developed using the EDN Software Library to Licensee's customers and internal users for acceptance testing purposes only provided that Licensee's customers and internal users will not perform any debugging, configuration, or maintenance.

3. Article 4—Scope of Use, is amended by the addition of the following **Uses Not Permitted**:

- A single EDN subscription may not be shared by multiple developers or other users who do not have an EDN subscription.
 - The EDN subscription may not be used for production purposes, and does not include the right to any deployments, runtimes, or server technology for production or other commercial purposes.
 - Licensee shall not transfer or redistribute the EDN Software Library, in whole or in part, among other Licensee sites, or among other individual developers at a single site, except for other developer(s) with an EDN subscription at the site.
 - Licensee shall not publicly disclose results of benchmark testing except with prior written permission of ESRI.
- 4. Article 5—Maintenance**, does not apply to the EDN subscription and Licensee shall not be entitled to standard Maintenance. Licensee shall receive updates to the EDN Software Library during the term of the subscription, but ESRI technical support is not available unless Licensee elects to order Developer Support Group technical support services (DSG Support) for the EDN Software Library products eligible for such support.
- 5. Article 6—Term and Termination**, does not apply to the EDN subscription and is replaced by the Term, Termination, and Renewal provision in the General Provisions for the EDN subscription indicated below.
- 6. Article 7—Limited Warranties and Disclaimers**, Section 7.1, Limited Warranties, does not apply to any sample code made available to Licensee through the EDN subscription. Section 7.3, General Disclaimer, shall apply to any sample code. THE SAMPLE CODE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OF IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

ArcWeb Services Terms and Conditions for the EDN Subscription

The Master License Agreement is modified by the addition of the following terms for ArcWeb Services included in the EDN subscription:

1. Grant—ESRI hereby grants a nonexclusive, nontransferable, *limited license* to the Licensee, and Licensee hereby accepts the limited license for use of the ArcWeb Service(s), including any applicable data or documentation (hereinafter referred to as "Service(s)"), up to the authorized number of credits during the ESRI Developers Network (EDN) subscription period. Such license includes the right to access the Service(s) made available on the Web site and to use the Service(s) to research, develop, test, and demonstrate prototype Web-based application development as permitted herein. ESRI reserves the right to immediately terminate this license should Licensee use the Service(s) for any use not permitted under this Agreement. Further, ESRI reserves the right to change the number of credits, specific ArcWeb Service(s), and related terms and conditions.

2. Reservation of Ownership and Grant of License—The Service(s) accessed pursuant to this Agreement or any other materials delivered hereunder, is proprietary to ESRI or its licensors and contains trade secrets, inclusive of unpublished specifications. All rights, title, ownership in patents, trademarks, copyrights, trade secrets, know-how, and any proprietary rights in the Service(s) remain exclusively with ESRI or its licensors. The Service(s) is protected by United States copyright laws and applicable international treaties and/or conventions. Licensee acknowledges that the Service(s) is proprietary to ESRI or its licensors.

3. Scope of Use

Licensee may

- a. Use the Service(s) within an internal network environment for Licensee's own internal use as described herein;

- b. Access and use any secure ESRI Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information;
- c. The Licensee may use each EDN subscription license for one (1) developer who may use the Service(s), and other resources of the program solely for the purposes of research, development, test, and demonstration of a prototype application to Licensee's customers and internal users. There are no deployment, runtime, commercial, server use, or production rights granted by the EDN subscription license for Web-enabled applications developed using the ArcWeb Service(s);
- d. Download and store geocoded results only when using the Service known as Address Manager; or
- e. Grant access to server applications developed using the EDN Software Library to Licensee's customers and internal users for acceptance testing purposes only provided that Licensee's customers and internal users will not perform any debugging, configuration, or maintenance.

Licensee may not

- a. Copy, download, store (except as permitted above), publish, transmit, transfer, sell, or otherwise use the Service(s) except as expressly permitted herein;
- b. Sell, lease, lend, rent, timeshare, assign, sublicense, or transfer any right to use the Service(s) to any third party without the prior express written permission of ESRI;
- c. Attempt to unlock or bypass the access code used or uncover any ESRI source code, reverse engineer, decompile, or disassemble the Service(s) for any purpose, except to the extent permitted by applicable law notwithstanding this restriction, in order to protect ESRI or its supplier(s) trade secrets and proprietary information contained in the Services;
- d. Publicly disclose results of benchmark testing except with prior written permission of ESRI, unless such disclosure is required by law (in which event Licensee shall endeavor to provide ESRI with reasonable notice of any disclosure). Create derivative Service(s) or add value to the Service(s) and thereafter resell or otherwise distribute the Service(s) as Licensee's own services;
- e. Reformat and display the Service(s) in an attempt to mirror or make commercial use of the ESRI Web site;
- f. Use the Service(s) for production or other commercial purposes; or
- g. Use the Service(s) beyond the EDN subscription period or carry over any credits remaining into a new EDN subscription period.

4. Third Party Data Sets—If the Service(s) to be used includes third party data sets owned and licensed by Geographic Data Technology, Inc. ("GDT"), TeleAtlas North America, Inc. ("TANA"), Meteorlogix, LLC ("Meteorlogix"), NAVTEQ (Navteq), MDS Data (MDS), or ESRI Italia S.p.A. (ESRI Italia), the applicable license limitations set forth in Attachment No. 1, ArcWeb Service(s) Terms and Condition for the EDN subscription, Third Party Data Sets—License Limitation, are incorporated by reference and shall apply to this license Agreement. ESRI reserves the right to modify or supplement the terms and conditions in Attachment 1 at any time as ESRI, in its sole discretion, deems necessary to comply with the third party data vendor's requirements.

5. ArcWeb Service(s) Warranty—**THE SERVICE(S) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE BEARS ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE(S).**

ESRI reserves the right to make any changes it deems necessary or desirable to the Service(s).

General Provisions for the EDN Subscription

The following clauses are added to the Master License Agreement and are specifically applicable to the EDN Software Library and the EDN subscription:

1. Term, Termination, and Renewal—The EDN subscription period and term of the license for use of the EDN Software Library is one (1) year from date of shipment or transmittal of the EDN subscription code. This license expires upon expiration of the EDN subscription, use of all permitted credits with respect to ArcWeb Services, or earlier by either party upon written notice to the other. Licensee may renew the subscription by payment of the EDN subscription fee on or before the expiration date, so long as Licensee complies with the terms of this Agreement. The license for the EDN subscription

and EDN Software Library may terminate if (i) Licensee elects in writing to discontinue use of the EDN Software Library and terminates its EDN subscription, (ii) either party terminates the EDN subscription or this Agreement for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that it is impossible to cure, (iii) by mutual consent of both parties, (iv) by either party upon thirty (30) days' written notice, if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the commodities or services provided for in the Contract, (v) if federal or state laws or rules are modified or interpreted in a way that the services or commodities are no longer allowable or appropriate for purchase under this Contract or no longer eligible for the funding proposed for payment of this Contract, or (vi) if any license, permit, or certificate required by law or rule, or the terms of the Contract, is for any reason denied, revoked, suspended, or not renewed. No refund of the EDN subscription fee will be made for termination for the EDN subscription, except as required by a judgment of default against ESRI filed in a court of competent jurisdiction.

2. Deinstallation upon Expiration or Termination—ESRI may terminate this Agreement as provided in the General Provisions of the EDN subscription, Article 1, Term, Termination, and Renewal, above. Upon expiration or termination of the EDN subscription, Licensee shall uninstall, remove, and destroy the EDN Software Library and all components and all whole or partial copies, modifications, or merged portions in any form, and upon ESRI's request, certify to or provide evidence of such deinstallation or destruction to ESRI.

3. Audit Rights—Licensee shall maintain at Licensee's principal place of business complete and accurate business records of the use of the EDN Software Library acquired pursuant to this Agreement. ESRI shall have the right to annually inspect such records at its expense and upon reasonable notice to Licensee and provided such inspection is reasonable in scope and is non-disruptive of Licensee's operations. If an audit reveals that Licensee has used the EDN Software Library for purposes other than those permitted by the EDN subscription license terms set forth in this Agreement, then Subscriber shall pay additional fees based on full use commercial license fees.

4. Nondisclosure and Compliance with Terms of Use and Privacy Statement—Licensee agrees that it shall not disclose any technical, business, or marketing information about or related to the EDN program to other entities involved in the development or licensing of geographic information system software, or disclose any password except to the authorized developer(s). Licensee agrees to comply with the Terms of Use Agreement and Privacy Statement posted on the EDN subscription Web site. Licensee agrees to advise each authorized developer of the rights and obligations of this Agreement and to require compliance with the terms and conditions of this Agreement.

5. Precedence—The terms and conditions in this Addendum shall take precedence over any conflicting terms of the Master License Agreement General Terms and Conditions and Exhibit 1, Scope of Use, with respect to the EDN Software Library and EDN subscription.

**ATTACHMENT NO. 1
TO THE
ArcWeb SERVICE(S) TERMS AND CONDITIONS FOR THE EDN SUBSCRIPTION
THIRD PARTY DATA SETS—LICENSE LIMITATIONS**

1. If the Service(s) to be used includes data sets owned or licensed by Geographic Data Technology, Inc. (GDT), the following limitations shall apply:
 - a. The use of GDT Data or its derivatives is strictly prohibited in any On-board Navigation System. For the purposes of this Agreement, an "On-board Navigation System" includes at least the following components installed in or on a vehicle: (a) storage medium to store at least a portion of the GDT Data or a certain database derived there from, (b) a gyroscope, and (c) a device to detect the wheel rotation of a vehicle.
 - b. The use of GDT Data for routing capabilities is limited to a driving directions service that enables Licensee to generate multipoint driving directions between user-defined locations utilizing ESRI software accessing GDT Data.
 - c. The use of the GDT Data or its derivatives is strictly prohibited in the use of Automatic Vehicle Location (AVL). For the purposes of this Agreement, an AVL shall mean the service of locating a mobile or stationary unit with technology such as a Global Positioning System (GPS), triangulation, or a gyroscope to automatically estimate a specific point, such as a latitude/longitude, and delivering the GPS derived information and/or non-GPS derived information.
 - d. If Licensee is accessing Service(s) for Address Manager and utilize GDT Data, the following terms shall apply:
 - (i) Geocodes utilizing GDT Data may be delivered in single or batch mode.
 - (ii) GDT Data utilized in the Service(s) may be used for the purpose of returning list of geocodes.
 - (iii) Geocoded results may be downloaded and stored onto Licensee's computer for Licensee's internal business use only and only in connection with Address Manager.
2. If the Service(s) to be used includes data sets owned or licensed by TeleAtlas North America, Inc. (TANA), the following limitations shall apply:
 - a. Except as may otherwise be agreed to by TANA, Licensee's grant of license is for internal business or personal use only and not for transfer, distribution, or disclosure to third parties or use for the benefit of third parties.
 - b. Licensee's grant of license to use is limited to the authorized number of concurrent users, subscribers, or credits as applicable.
 - c. Licensee's use of the ArcWeb Services is limited other than while connected to ESRI's Server; other than that end user may use the results of the ArcWeb Services (e.g., batch geocoding results) for internal business or personal use only.
 - d. Licensee may not pass title to or any ownership interest in the TANA Data as contained in the ArcWeb Services from passing to any end user, Developer, or any other third party.
 - e. Licensee may not derive or attempt to derive the structure of the TANA Data as contained in the ArcWeb Services.
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 - g. Licensee may not remove or obscure any TANA copyright, trademark notice, or restrictive legend.
 - h. If Licensee is an end user, Licensee may not modify or create any derivative works of the TANA Data or the ArcWeb Services, except Licensee may use the results of the ArcWeb Services (e.g., the shapefile of a route, but not the underlying road network) for internal business or personal use only.
 - i. TANA is a third party beneficiary of ESRI's rights under this Agreement with Licensee in order to enforce its intellectual property rights, but is not a party thereto and shall have no obligations thereunder.
 - j. Licensee acknowledges that the TANA Data as contained in the ArcWeb Services includes confidential and proprietary information and materials and may include trade secrets, and that Licensee agrees to hold the TANA Data as contained in the ArcWeb Services in confidence and in trust.
 - k. **U.S. GOVERNMENT RIGHTS.** If Licensee is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure, or transfer of this commercial product and accompanying documentation, is restricted in accordance with FAR 12.212 and DFARS 227.7202, and by a license agreement. Contractor/Manufacturer is Tele Atlas North America, Inc., 1605 Adams Drive, Menlo Park, California 94025;

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- b. Licensee may not use the TANA GB Data in any printed, published form that results in products to be distributed freely or sold to the public without the prior permission of Ordnance Survey.

2.2 The following term shall apply if Licensee receives TANA Data of Denmark:

Licensee is prohibited from using the TANA Data of Denmark to create maps within telephone books, or other products similar to telephone books (e.g., directories), including such products in digital form.

2.3 The following term shall apply if Licensee receives TANA Data of Norway:

Licensee is prohibited from using the TANA Data of Norway to create general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority. (Any Derivative Product of the TANA Data of Norway shall be regarded as similar to the basic national products of the Norwegian Mapping Authority if such Derivative Product has a regional or national coverage, and at the same time has a content, scale, and format similar to the basic national products of the Norwegian Mapping Authority.)

2.4 When Licensee accesses TANA Data, the following additional terms shall apply:

- a. Licensee is granted the right to use the ArcWeb Services only for the purpose of creating Derivative Product(s) that shall not remove or disengage the Data from the ArcWeb Services, shall access the Data on ESRI's servers only, and for no other purpose unless otherwise agreed to by TANA.
- b. Licensee shall notify ESRI immediately if Licensee learns of any misappropriation, unauthorized use, or public disclosure of the ArcWeb Services or TANA Data and Licensee shall cooperate with ESRI's efforts to prevent such misappropriation, misuse, or public disclosure.
- c. If the ArcWeb Services, TANA Data, or any portion thereof are modified, merged, or combined into or with any software, hardware, other programs, or other data, such modifications, mergers, or combinations shall continue to be subject to the provisions of this Agreement, and TANA retains ownership of its spatial map database contained in the ArcWeb Services or Data and all such portions.
- d. In no event may Licensee translate and/or convert the Data into another data format.
- e. In no event shall Licensee (i) extract data from the TANA Data or the ArcWeb Services in any digital, vector-based form, (ii) deliver any TANA Data in its original form to any third party, but may only combine the TANA Data with substantial added value to create the authorized ArcWeb Service(s), (iii) use the TANA Data to provide any competitive information about TANA or the TANA Data to any third parties, (iv) create Derivative Products that compete with the TANA Data, or (v) create Derivative Products other than the specific authorized ArcWeb Service(s).

- f. Licensee may not provide access to the Data other than through the ArcWeb Services.
- g. Licensee agrees that attributes in the TANA Data of (i) Functional Road Class, (ii) Speed Category, (iii) Access Restrictions and Conditions, (iv) Internal Intersections Links, (v) Maneuvers, (vi) Indescribable Links, (vii) Special Explication, and (viii) House Number Ranges, shall be used by the ArcWeb Services for calculation purposes only, and such attributes may not be displayed or otherwise disclosed to end users, consumers, or any third party, provided, however, that specific house numbers may be derived from House Number Ranges and displayed to end users and/or consumers to identify correlating locations satisfying search queries of such end users and/or consumers; and (ix) TANA Data attributes of Sign Text may only be displayed or otherwise revealed in connection with a specific route for which driving directions and/or route guidance is provided to an end user and/or consumer.
- h. Licensee may not disclose, sublicense, distribute, transmit, or in any manner otherwise provide the TANA Data to Geographic Data Technology, Inc. (GDT), Geographic Data Technology Canada, Inc. (GDT Canada), and Navigation Technologies, Inc. (NavTech).
- i. ESRI reserves the right to terminate this Agreement if Licensee violates or breaches any material term of this Agreement.
- j. Licensee must destroy (and provide certification of such destruction) or return to ESRI all copies of the TANA Data that Licensee is in the possession or control of upon termination or expiration of this Agreement.

3. If the Service(s) to be evaluated includes data owned or licensed by Meteorlogix, the following limitation shall apply:

Licensee may not store Meteorlogix Data for any amount of time exceeding a five (5) day period from the date of receipt of such Data.

4. **NAVTEQ Data.** If Licensee's access to Service(s) includes Third Party Data owned and provided by NAVTEQ North America LLC (NAVTEQ), then Licensee's use of NAVTEQ Data shall be subject to the following terms and conditions:

General Terms

In no event shall NAVTEQ Data be used to provide dynamic or real-time route guidance directions and/or alerts, including without limitation, derived locations pursuant to a request for roadside assistance, automatic collision notification and reporting triggered by an accident, and notification that an asset or person has breached the boundary or perimeter of a defined geographic area, or Route Optimization through the Service(s) or otherwise. For the purposes of this Addendum Route Optimization means calculating the order of destinations, way points and or routes thereto for people, devices, and or transportation means, based on availability, positioning and or routing of at least one other person, device or transportation.

In no event shall the Points of Interest data (i.e., business listings) included in any NAVTEQ Data be used for sales lead generation where sales lead generation mean an application specifically designed to generate sales lead information in the form of ASCII or other text-formatted lists of category-specific business listings which (i) originate from the NAVTEQ Data and (ii) include complete mailing addresses for each business. Sales lead generation shall not include any application permitted hereunder where mailing address or phone numbers are provided in bit map graphical images or in another no-text form.

Canada

The following provisions apply to NAVTECH Data for the coverage area of Canada, which may include or reflect data from third party licensors, including Her Majesty the Queen in Right of Canada ("Third Party Data");

1. **Disclaimer and Limitation:** Licensee agrees that use of the Third Party Data is subject to the following provisions:

- (A) **DISCLAIMER: THE THIRD PARTY DATA IS LICENSED ON AN "AS IS" BASIS. THE LICENSORS OF SUCH DATA, INCLUDING HER MAJESTY THE QUEEN, MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES RESPECTING SUCH DATA, EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, EFFECTIVENESS, COMPLETENESS, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.**

2. **Copyright Notice:** In connection with each copy of all or any portion of the NAVTECH Data for the coverage area of Canada, Licensee shall affix in a conspicuous manner the following copyright notice on at least one of: (i) the label for the storage media of the copy; (ii) the packaging for the copy; or (iii) other materials such as user manuals or end user license agreements: "This data includes information taken with permission from Canadian authorities, including © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario."

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The following provisions apply to the NAVTECH Data for and to the extent indicated respecting any territory including any country of Europe, which may include or reflect data from third party licensors:

1. **OS Enforcement.** With respect to NAVTECH Data for the territory of Great Britain, Licensee acknowledges and agrees that the Ordnance Survey ("OS") may bring a direct action against Licensee to enforce compliance with the OS copyright notice (see Section 3 below).
2. **Traffic Codes.** The following provisions apply to the grant of license for use of NAVTECH Data that includes Traffic Codes.
 - A. **General Restrictions Applicable to Traffic Codes.** Licensee acknowledges and agrees that in certain countries of the Territory of Europe, Licensee shall be responsible for obtaining rights directly from third party RDS-TMC code providers to use the Traffic Codes in the Data and to deliver to end users information, data, applications, products and/or services in any way derived from or based on such Traffic Codes.
 - B. **Display of Third Party Rights Legend for Belgium.** Licensee shall, for each provision of information, data, applications, products and/or services that uses Traffic Codes for Belgium, provide the following notice to the End User: "Traffic Information is provided by the Ministerie van de Vlaamse Gemeenschap and the Ministère de l'Équipement et des Transports."
3. **Third Party Notices.** Any and all copies of the NAVTECH Data and/or packaging shall include the respective Third Party Notices set forth below and used as described below corresponding to the territory (or portion thereof) included in such copy:

<u>Territory</u>	<u>Notice</u>
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Germany	"Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen" or "Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen."
Great Britain	<ul style="list-style-type: none"> – <u>Until 12/31/05:</u> "Based on Ordnance Survey electronic data and used with the permission of the Controller of Her Majesty's Stationary Office © Crown Copyright, 1995." – <u>After 12/31/05:</u> "Based upon Crown Copyright material."
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Norway	"Copyright © 2000; Norwegian Mapping Authority"

Portugal	"Source: IgeoE-Portugal"
Spain	"Información geográfica propiedad del CNIG"
Sweden	"Based upon electronic data © National Land Survey Sweden."
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5. **MDS Data.** If Licensee's access to Service(s) includes Third Party Data owned and provided by MapData Sciences Pty Ltd. (MDS), Licensee's use of the MDS Data shall be subject to the following terms and conditions:
- A. ESRI reserves the right, upon ten (10) days notice to Licensee, to suspend or terminate Service(s) that include any such MDS data.
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 - The Public Sector Mapping Agencies (PSMA)
 - State Governments of New South Wales, Victoria, Queensland, Tasmania, South Australia, and Western Australia;
 - The Territory Governments of Australian Capital Territory and Northern Territory;
 - Land Information New Zealand
 - Statistics New Zealand
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